

SOFTWARE LICENSING AGREEMENT

E-TICKETS SOFTWARE, INC., of 2700-65 E. Valley Parkway, Escondido, CA 92027, hereinafter referred to as "Licensor", and New Year's Nation, LLC. of 297 W. 12th St. Suite 3A, New York, New York 10014, hereinafter referred to as "Licensee", in consideration of the promises made herein, agree as follows:

ARTICLE 1. DEFINITIONS

Software

Section 1.01. The "Software" referred to herein consists of the following:

1. A single on-line computer program designated as E-Tickets:
 - (1) On line at www.e-ticketssoftware.com plus confidential access code.
 - (2) Designed to provide an entertainment ticket service system pursuant to Licensor's published specifications, requirements and marketing terms therefor, which are attached to this Agreement as Exhibit "A" and incorporated herein by reference;
2. On line instructions covering the specifications, installation, application, use, operation and maintenance of the computer program.
3. All subsequent improvements to either the computer program or the related documentation made by Licensor.
4. Licensee shall use Licensor's software exclusively for the period of this Agreement.
5. No other name than E-Tickets may be used for the software for ticketing purposes. It cannot be renamed, remarketed, resold or relicensed without the written consent of Licensor.

ARTICLE 2. LICENSE GRANT AND LIMITATIONS

Grant of License

Section 2.01. Licensor hereby grants, and Licensee hereby accepts, a nontransferable license to use the software described herein, subject to the conditions and for the period specified herein.

Use of Software

Section 2.02. Licensee agrees to use the software for its sole and exclusive benefit.

Use of Designated Hardware

Section 2.03. Licensee agrees to use the computer program portion of the Software on the Designated hardware at its headquarters or such other place to which the Designated Hardware may subsequently be moved under the supervision of Licensor.

Licensee's Responsibilities

Section 2.04. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to:

- (1) Assuring proper configuration of the Designated Hardware and related equipment or devices;
- (2) Establishing adequate operating methods;
- (3) Implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees to prevent misuse, unauthorized modification, or disclosure of the Software.
- (4) Actual ticket printing, sales, distribution, refunds, credits, exchanges and customer relations.

License Period

Section 2.05. The license granted herein shall remain in force for the minimum term of one [1] year unless terminated prior to that time as provided herein. Upon expiration of the term specified herein, the license shall automatically renew for successive minimum terms unless Licensee gives Licensor notice of its intention not to renew the license within sixty [60] days prior to the expiration of a term.

ARTICLE 3. PROPERTY RIGHTS

Title to Software

Section 3.01. Title to the Software is reserved to Licensor. Licensee acknowledges and agrees that Licensor is and shall remain the owner of the Software.

Nondisclosure of Software

Section 3.02. Licensee acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Licensor. Licensee agrees to hold it in trust and not to sell, rent, license, distribute, transfer, or, directly or indirectly, disclose or permit the sale, rental, licensing, distribution, transfer, or disclosure of the Software or its contents to any other party and to use its best efforts to prevent inadvertent disclosure of the Software to any third party, either during the term of this Agreement or thereafter.

Security

Section 3.03. Licensee agrees to keep the confidential access codes to the Software in a secure place, under access and use restrictions designed to prevent disclosure of the Software to unauthorized persons and not less strict than those applicable to Licensee's own trade secrets.

Data

Section 3.04 Data used for the software provided by the Licensee for patron names records or other data needed to operate ticketing software and/or services such as season member data, reservation lists and other data used for the sole use of ticketing operations by the software shall remain the property of the Licensee if service from the Licensor is terminated. Data as specified herein will be returned to Licensee by Licensor either through export through the software or in electronic files used by the Licensor. Images used in the software for Licensee on-line ticketing selling and use of the software, will remain the sole ownership of Licensor. Images will not be returned in the termination or voiding of this contact.

Degree of Care

Section 3.04. Licensee further agrees to instruct its personnel to keep the Software confidential by using the same care and discretion that they use with other data designated by Licensee as confidential.

Disclosure as Breach

Section 3.05. Licensee agrees that any disclosure of the Software to a third party constitutes a material breach of this Agreement and shall terminate the license granted by this Agreement.

Damages for Breach

Section 3.06. Licensee further agrees that it shall be strictly liable for all damages to Licensor that result from any disclosure of the Software to any third party.

Copyright or Other Marks

Section 3.07. Licensee agrees not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software.

ARTICLE 4. PAYMENT

Periodic Payments - Software

Section 4.01. In payment for the license granted under this Agreement, Licensee shall pay Licensor the sum of \$1.00 [One Dollar] per ticket for online ticket sales or of \$.75 [Seventy Five Cents] per ticket for offline/onsite ticket sales and will display the E-Tickets logo on all media referring to tickets and purchase thereof. The initial license fee shall be waived by Licensor. Monthly charges shall be payable on the first day of each month.

Payment of Taxes

Section 4.02. Licensee shall pay all sales taxes on the Hardware.

Renewal License Fee

Section 4.03. On the exercise of an option to renew the license granted under this Agreement, Licensee shall waive the renewal license fee at the beginning of the new option period.

License Fee Increases

Section 4.04. Licensor may increase the periodic license fee provided for hereunder on each anniversary of this agreement after providing 60 days notice to Licensee. The increased license fee shall become effective on the date specified in the notice of the increase unless Licensee terminates this Agreement by 60 day notice to Licensor and relinquished its access to the Software to Licensor on or before the date on which the increased fee would otherwise go into effect.

Merchant Services

Section 4.05. Licensee will be using Licensor's Merchant Services for Credit Card Processing. Licensee will pay for the following fees incurred and will pay any and all actual fees resulting from Licensee use of Licensor's Merchant Services and providing of use thereof:

Credit Card per Transaction Rate of total order amount: 3.40%

Credit Card Transaction Fee: 0.40 per transaction

Chargeback: \$25.00

Optional Card Types: per authorization:

Discover: 0.40

American Express: 0.40

JCB: 0.40

Diners Club: 0.40 plus discount rate of: 4.15%

A weekly Payment will be sent to Licensee from Licensor minus all Merchant fees and per ticket fees.

ARTICLE 5. DELIVERY, INSTALLATION AND TRAINING

Delivery of Software

Section 5.01. Licensor shall deliver access to the user account of the software program at the time of the execution of this Agreement.

Installation Services

Section 5.02. Licensor shall create the user account for the Software at the time of the execution of this Agreement at no additional charge.

Testing

Section 5.03. Licensor shall conduct tests of the Software on its installation. All testing shall be conducted in accordance with specifications devised for testing of the Software by Licensor, using data or materials provided by Licensee, for a period of five [5] days. All testing shall be performed on the Designated Hardware.

Acceptance

Section 5.04. The Software shall be deemed to have been accepted by Licensee after completion of the testing prescribed by Section 5.03 and productive use of the Software by Licensee not to exceed fifteen [15] days. If the Software is deemed unacceptable, Licensee shall return the Software without charge with a report detailing the reasons for its unacceptability. This Agreement